

EXHIBIT 4

BOARD OF EDUCATION OF THE CITY OF NEW YORK
EXTENSION AND THIRTEENTH AMENDMENT OF CONTRACT
FOR SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES

Extension and Thirteenth Amendment Agreement made and entered into on the date expressed at the end hereof by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter expressed as "Board of Education," "Board" or "BOE")¹, with principal headquarters located at 52 Chambers Street, New York, NY 10007, and the Contractor whose name, address and authorized signature appear at the end hereof (hereinafter expressed as "Contractor").

W I T N E S S E T H

WHEREAS, in 1979 the BOE publicly solicited competitive bids for transportation of special education pupils under Contract Serial Nos. 0070 and 8108;² and,

WHEREAS, at divers times thereafter from 1982 through 1984, the BOE publicly solicited competitive bids for similar services under Contract Serial Nos. G8805, G8891, G8893, G9301 and G9325,³ which contracts have incorporated, as of their dates, provisions which are counterparts of the provisions of contracts under Serial Nos. 0070 and 8108 as they then read; and,

WHEREAS, the Contractor tendered a bid(s) under one or more aforementioned contract serial numbers and was duly awarded a contract(s) including certain Employee Protection Provisions (1st amendment) for the transportation of special education pupils; and,

WHEREAS, from September 10, 1979 through December 21, 1979, the Contractor did not provide escort services for special education pupils; but, under an emergency contract entered into with the BOE (2nd amendment), the Contractor has supplied such escort services since that time; and,

¹ The terms "New York City Department of Education," "Department," "NYCDOE" and "DOE," wherever they appear in this Supplemental Amendment Agreement, are "doing-business-as" or "dba" names for the Board of Education of the City School District of the City of New York.

² By their original specifications, all contracts under Serial Nos. 0070 and 8108 provide for ten-month pupil transportation service from September through June of each school or extension year.

³ By their original specifications, all contracts under Serial Nos. G8805, G8891, G8893, G9301 and G9325 provide or provided for ten-month pupil transportation service from September through June of each school or extension year.

(1) Changes Affecting Contractor. Paragraph (2) of Section J of the Eleventh Amendment to Contract is amended to read in its entirety as follows:

"(2) Changes Affecting the Contractor. The Contractor shall provide written notice to the BOE on forms prescribed by the Director of each change affecting the following: partners, sole proprietors, management control, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, or the organization of ownership of the contractor; i.e., the corporation, partnership or sole proprietorship. Changes in the contractor include, but are not limited to, the following: corporate or partner voting power; sale, transfer or other alienation of corporate, partnership or sole proprietorship assets; sale or transfer of corporate stock or partnership interest over five percent (5%); or, any other action that may affect BOE interests. Effective as of the 2005-06 Extension Year, without the prior approval of the Director, which approval shall not be unreasonably withheld, (i) no Contractor shall change its chief executive officer (with the exception of a person who has held an executive position with a Board school bus transportation Contractor for at least five years); and (ii) no Contractor shall be subject to a change of control (with the exception of a transfer of ownership interests among family members)."

(2) Unlawful or Unenforceable Provisions Void. Whereupon this Extension and Amendment Agreement shall be found to contain any unlawful or unenforceable provision(s), such provision(s) shall be deemed of no effect and will, upon application of either party, be stricken from this document without thereafter affecting the binding force of the remainder of this Extension and Amendment Agreement.

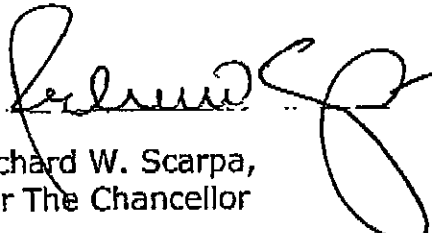
(3) Approval and Execution. This Extension and Amendment Agreement will not become binding or effective upon the Board of Education until the following series of events will have transpired: (a) approval as to legal sufficiency by the BOE Office of Legal Services; (b) approval of a Request for Authorization (herein expressed as "RA") by the Chancellor; (c) execution on behalf of the Board of Education by the Chancellor or his/her designee; (d) approval by the New York State Commissioner of Education; (e) initial registration with Comptroller and re-registration with the Comptroller each year thereafter, and, (f) initial approval and subsequent annual re-approval by the New York State Financial Control Board pursuant to the New York State Emergency Act for the City of New York, as the rules and regulations of said Board so require.

(4) Implementation of the State Education Law. This Extension and Amendment Agreement is intended to implement the provisions of New York State Education Law §305(14) and the attendant regulations of the New York State Commissioner of Education. Whereupon there shall exist any inconsistency between the BOE and the SED concerning this statutory provision, the attendant regulations of the Commissioner of Education and/or any formula(e) for reimbursement of funds, this Extension and Amendment Agreement shall be deemed amended auto-

IN WITNESS WHEREOF, the parties hereto have executed this Extension and Eleventh Amendment of Contract as of the year, month and day last below expressed.

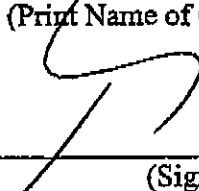
For the Board:

BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT OF
THE CITY OF NEW YORK

By: 
Richard W. Scarpa,
For The Chancellor

For the Contractor:

UNITED TOM TOM TRANSPORTATION INC
(Print Name of Contractor Entity)

By: 
(Signature)
THOMAS SCIALPI, PRESIDENT
(Print Name and Title)

Contractor's Taxpayer ID No 200042052

Approved as to legal sufficiency:

By: 
BOE Office of Legal Services

The Contractor's signatory representative has subscribed to and sworn before me that he/she has duly executed this Agreement with proper authority on behalf of the Contractor on this

Approval of description of terms and conditions:

By:  
BOE Office of Pupil Transportation

_____ day of _____, 2005.

(Notary Public)

(TD)

ATTACHMENT A

This Extension Agreement pertains to the following Bid Serial Number(s), Item(s), and number of contract vehicles originally awarded per Item.

[illegible]

ATTACHMENT A

(US)

This Extension Agreement pertains to the following Bid Serial Number(s), and number of contract vehicles originally awarded per Item.

<u>Bid Serial Number (s)</u>	<u>Item (s)</u>	<u>Number of Contract Vehicles</u>	<u>Regular Price</u>
0007165	BBK-RW	3	453.21 ✓
0008108	BM-MW	10	375.86
0009325	WBK-MW	7	325.84
0000070	WBK-SB	5	437.78

(TU)

ATTACHMENT A

This Extension Agreement pertains to the following Bid Serial Number(s), Item(s), and number of contract vehicles originally awarded per Item.

<u>Bid Serial Number(s)</u>	<u>Item(s)</u>	<u>Number of Contract Vehicles</u>	<u>Weighted Average</u>
0007165	BRC-MW	1	\$343.83
0007165	BSI-MW	3	319.26

BRC-MW = Rockland County, N.Y.

Weighted Average = Price per Bus / per Day

1301.61

ATTACHMENT A

(TU)

This Extension Agreement pertains to the following Bid Serial Number(s), and number of contract vehicles originally awarded per Item.

[illegible]

ATTACHMENT A

(TU)

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[illegible]

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[illegible]

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